

The complaint

Mr R is unhappy that Domestic & General Insurance Plc (D&G) declined his claim for a damaged mobile phone under his extended warranty insurance.

What happened

Mr R took out the extended warranty in January 2024. D&G is the underwriter on the policy.

In January 2024, Mr R registered his phone on the policy for cover against accidental damage or breakdown. In June 2024, Mr R's mobile phone got damaged, and he submitted a claim.

D&G said the mobile phone doesn't have cover on the policy. It said a phone was registered by Mr R, but it didn't include what type of phone this was except for the brand. The policy provides cover for landline phones but not mobile phones.

Unhappy, Mr R brought his complaint to this service. Our investigator didn't uphold the complaint. She thought D&G had made Mr R reasonably aware of the cover that was and wasn't available under the policy.

Mr R disagreed and asked for the complaint to be referred to an ombudsman. So, it's been passed to me.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The relevant rules and industry guidelines say that insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules into account when deciding what I think is fair and reasonable in the circumstances of Mr R's complaint.

I've started by looking at the terms and conditions of Mr R's policy. On page 3 of the policy booklet, there is important information about the policy. This says:

'Each product will receive its own policy. Most free-standing domestic electrical appliances and portable entertainment products can be registered. Items that cannot be registered include (but are not limited to) the following:

- *Mobile phones*
- *iPads*
- *Smart phones*
- *Tablet computers*
- *CCTV equipment*
- *Boilers (including boiling water taps)*
- *Immersion heaters*

- *Energy management systems*

This is a non-exhaustive list so please contact us on 0333 000 9755 to check if the items can be registered. We have the right not to accept items for registration even if they are not mentioned above. If new technology items come onto the market after you have received this booklet, we also have the right not to accept them for registration.'

Based on the above, it's clear that mobile phones are not eligible for cover. So, I don't think the claim was declined unfairly.

I can see the phone was registered in January 2024 with only the brand name. When Mr R did this, he didn't indicate that it was a mobile phone.

I acknowledge Mr R's comments that had he known his mobile phone wasn't covered under the policy, he would have insured it elsewhere. But I understand that he received the policy certificate and the policy documents. It's clear in the terms and conditions (as outlined above) that mobile phones weren't covered and could not be registered. Mr R registered the phone himself online and therefore I think the onus was on him to check that it had cover.

I've also looked at the online journey of registering a product or appliance. Whilst telephone is an option for the product registration, there is no option for mobile phone. This along with the terms and conditions of the policy provide Mr R with sufficient information about the cover available. Having looked at this, it seems a mobile wasn't an eligible product available for cover under the policy. I appreciate he may not have known or have been able to include this but from the information he completed, there was only an option for a 'telephone' rather than a 'mobile phone'. So, if he wasn't sure I would have expected him to contact D&G as per the policy booklet.

Overall, I'm sorry to disappoint Mr R but I can't reasonably make D&G responsible for paying the claim in the circumstances of this complaint. Mr R had the information available from D&G and I think it was clear within the policy documentation that mobile phones were not covered. So, I don't think D&G declined the claim unfairly and I don't think it did anything wrong. It follows that I don't require D&G to do anything further.

My final decision

For the reasons given above, I don't uphold Mr R's complaint about Domestic & General Insurance Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 24 December 2024.

Nimisha Radia
Ombudsman